

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

THE CITY OF MESA

*IGA-87-68*

Agreement No. 43-1-505-013

Project No. RAM-600-1-505

Outer Loop Highway (SR117)

Gas Line North of Southern Pacific

Railway Bridge

THIS AGREEMENT entered into this 5<sup>th</sup> day of October 1987, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the CITY OF MESA, acting by and through its CITY COUNCIL, hereinafter called "CITY";

WHEREAS, STATE is empowered by Section 28-108 Arizona Revised Statutes to enter into this Agreement and has, by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned the authority to execute same on behalf of STATE; and

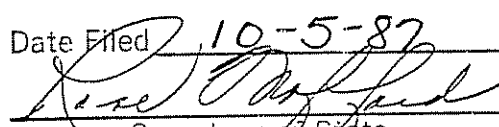
*48-572B and 9-522 HAK*

WHEREAS, CITY is empowered by Sections ~~9-522B~~ Arizona Revised Statutes to enter into this Agreement and acting by and through its City Council, has, by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute same on behalf of CITY; and

WHEREAS, CITY must cut, plug and abandon gas mains situated within Price Road, Apache Boulevard detour and Broadway Road crossing the Outer Loop Highway and has requested STATE install a new eight inch high pressure gas line across

Agreement No. 43-1-505-013

A.G. Contract No. 87-1321

NO	<u>12435</u>
FILED WITH SECRETARY OF STATE	
Date Filed	<u>10-5-87</u>
	
Secretary of State	

the Outer Loop Highway at a location north of the Southern Pacific right of way from CITY'S line east of the highway to the relocated El Paso Gas Company metering station west of Price Road.

THEREFORE, the parties hereto agree as follows:

STATE SHALL:

1. Let a construction contract which shall require a prequalified contractor as approved by CITY, for the installation of an eight-inch gas pipe and fittings, as indicated on the attached plans marked "Exhibit B", which are incorporated herein by reference and made a part hereof. Said installation will be in accordance with the City of Mesa Gas Distribution System Operational Manual, the City of Mesa Gas Main Technical Specifications and will meet the requirements of the Department of Transportation, Office of Pipeline Safety, Part 192 - Transportation of Natural and other Gas by Pipeline; Minimum Federal Safety Standards.
2. By contract for Project No. RAM-600-1-505 require its contractor to provide all necessary labor, equipment, transportation and related items of work for the abandonment of existing lines and installation and testing of said new gas line, including welding rods or welding wire.
3. Submit invoices covering the estimated percentage of the lump sum bid item completed on STATE'S Project No. RAM-600-1-505 with each progress payment request. The invoice shall include an additional 15 percent CITY agrees to pay STATE for engineering and administrative costs.
4. Withdraw progress payments from the escrow account established by CITY, as work called for under this Agreement is completed and upon joint signature by STATE and CITY.

Agreement No. 43-1-505-013

CITY SHALL:

1. Provide all materials (except welding rods or welding wire) required for installation and testing of said gas line.
2. Be responsible for inspecting said gas line installation during construction, acceptance of same, assume all maintenance and costs associated therewith, assume all system liability and costs for same, and assume all costs associated with incorporation of CITY facilities into STATE'S contract.
3. AGREE to establish a joint escrow account in order to reimburse STATE for the actual cost of all labor, materials equipment and related items of work estimated to complete the work indicated on "Exhibit B". Deposit \$143,750.00, the estimated amount as shown in "Exhibit A", in the escrow account upon execution of this Agreement.
4. Save and hold harmless STATE, or any of its departments, agencies, officers or employees for any sums which STATE, or any of its departments, agencies, officers or employees may be obligated to pay by reason of any liability imposed upon any of the above for injury or damage to persons or property caused by the fault or negligence of CITY, its employees or agents during the course of construction of said project.

All parties hereto acknowledge that this Agreement is subject to cancellation by the Governor pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

In the event of any controversy which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Section 12-1518 (B) and (C) of Arizona Revised Statutes as amended.

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This Agreement shall become effective on the date of filing same with the Secretary of State.

Agreement No. 43-1-505-013

Attached hereto and incorporated herein by reference is a copy of STATE'S resolution authorizing entry into this agreement, a copy of CITY'S resolution passed by its City Council, a copy of the written determination of the appropriate attorney that CITY is authorized under the laws of this State to enter into this Agreement, and that said Agreement is in proper form, and a copy of the Attorney General's Intergovernmental Agreement Determination.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF MESA

By: 

Title: City Manager

STATE OF ARIZONA

ARIZONA DEPARTMENT OF TRANSPORTATION

By: 

~~W.O. Ford~~ A. J. JUDD

~~State Engineer~~ Chief Deputy State Engineer

Agreement No. 43-1-505-013

ACKNOWLEDGMENT BY CITY OF MESA

STATE OF ARIZONA

)

)ss.

COUNTY OF MARICOPA)

On this 9th day of September, 1987, before me, Larry R. Talley the undersigned Notary Public, personally appeared C.K. Luster, of the City of Mesa, Arizona, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that ~~he~~ she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
Notary Public

My Commission Expires:

April 1, 1988

Agreement No. 43-1-505-013

ACKNOWLEDGMENT BY STATE

STATE OF ARIZONA)

)ss.

COUNTY OF MARICOPA)

On this 25<sup>th</sup> day of September, 1987 before me, Janette Suttler the undersigned Notary Public, personally appeared A.J. Gush, Chief Deputy State Engineer Arizona Department of Transportation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Janette Suttler  
Notary Public

My Commission Expires:

My Commission Expires Nov 19, 1988

Agreement No. 43-1-505-013

APPLICATION FOR PERMIT TO USE STATE HIGHWAY RIGHT OF WAY  
(Print or Type)

Application is hereby made for a permit to enter in upon and use a portion of the State Highway.

Name of Owner City of Mesa

Address of Owner 55 N. Center

City Mesa State Arizona Zip 85201

Name of Applicant City of Mesa Legal Relationship to Owner \_\_\_\_\_

Mailing Address P.O. Box 1466

City Mesa State Arizona Zip 85201

Phone 834-2509

Signature of Applicant Steve Schupfer  
(Applicant and Owner are responsible for conditions on permit)

City (in or near) Tempe/Mesa Project No. RAM-600-1-505

Highway Route No. 117 & 60 Approximately \_\_\_\_\_ Feet \_\_\_\_\_ of Milepost No. \_\_\_\_\_  
Direction

Side of Highway N S E W (circle one) Highway Station \_\_\_\_\_

Purpose 1. Bell hole for purging of natural gas at Phyllis and Main Street in  
Mesa. 2. Installation of 8" gas line under proposed N/E Outer Loop Freeway,  
just North of Southern Pacific Railroad Bridge.

FOR DEPARTMENTAL USE ONLY

THIS APPLICATION is approved with the following directions, requirements and specifications:

This permit is subject to the conditions of Utility Agreement No. 43-1-505-013 between the State of Arizona and the City of Mesa.

Work shall be performed as a part of ADOT Project No. RAM-600-1-505.

DCCO Log No. 43-084

<u>Description</u>	<u>Est. Cost</u>
Modification to existing gaslines and installation of new 8 inch gas main, complete. Additional work items not included alone; such as, our excavation, backfill, shoring, disposal of surplus material, pipe supports and pole bearing, pavement replacement traffic control, temporary fencing, etc., complete.	
Total Estimated Cost	\$125,000
15 percent for ADOT engineering and administration	\$18,650
Total Amount to be deposited in Escrow Acct.	\$143,750

EXHIBIT 'A'

GENERAL NOTES

1. ALL WORK AND MATERIALS TO BE PROVIDED BY CONTRACTOR.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MESA AND THE STATE OF ARIZONA.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MESA AND THE STATE OF ARIZONA.
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11. THE FOLLOWING SHALL BE THE CITY OF MESA AND STATE OF ARIZONA REQUIREMENTS FOR THE PROJECT:

By J. J. J. J.

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43 084

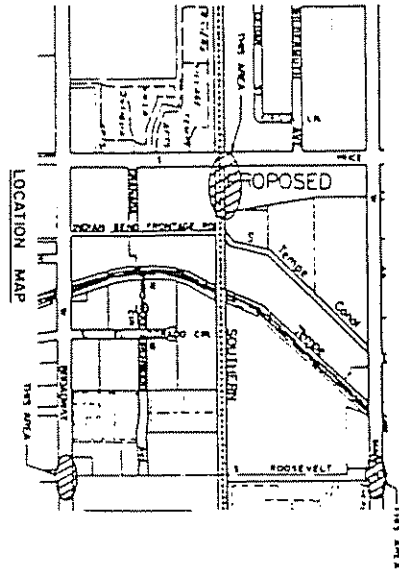
# 8" GAS MAIN PROJECT

OUTER LOOP FREEWAY  
and  
SOUTHERN PACIFIC RAILROAD

## GAS QUANTITIES

8" COATED STEEL GAS PIPE (GRADE 4021)	618	17
8" NO. 10 WELD ELB	4	14
8" 22 1/2" WELD ELB	2	14
32 LB. MACHESKAL ANCHOR	5	14
GAS WARNING TAPE	530	17
GAS CAUTION SIGNS AND NOIS	5	14
8" WELD END CAP	2	14
5" DUAL-TECH WAPLE	2	14

NOTE: WALL THICKNESS OF 8" PIPE AND  
FITTERS IS 3/32"  
CITY OF MESA TO FURNISH  
ALL MATERIALS



FIELD NO.	8" HP GAS MAIN
DATE	COVER SHEET
PROJECT NO.	1-4
DATE	1-4

EXHIBIT 'B'

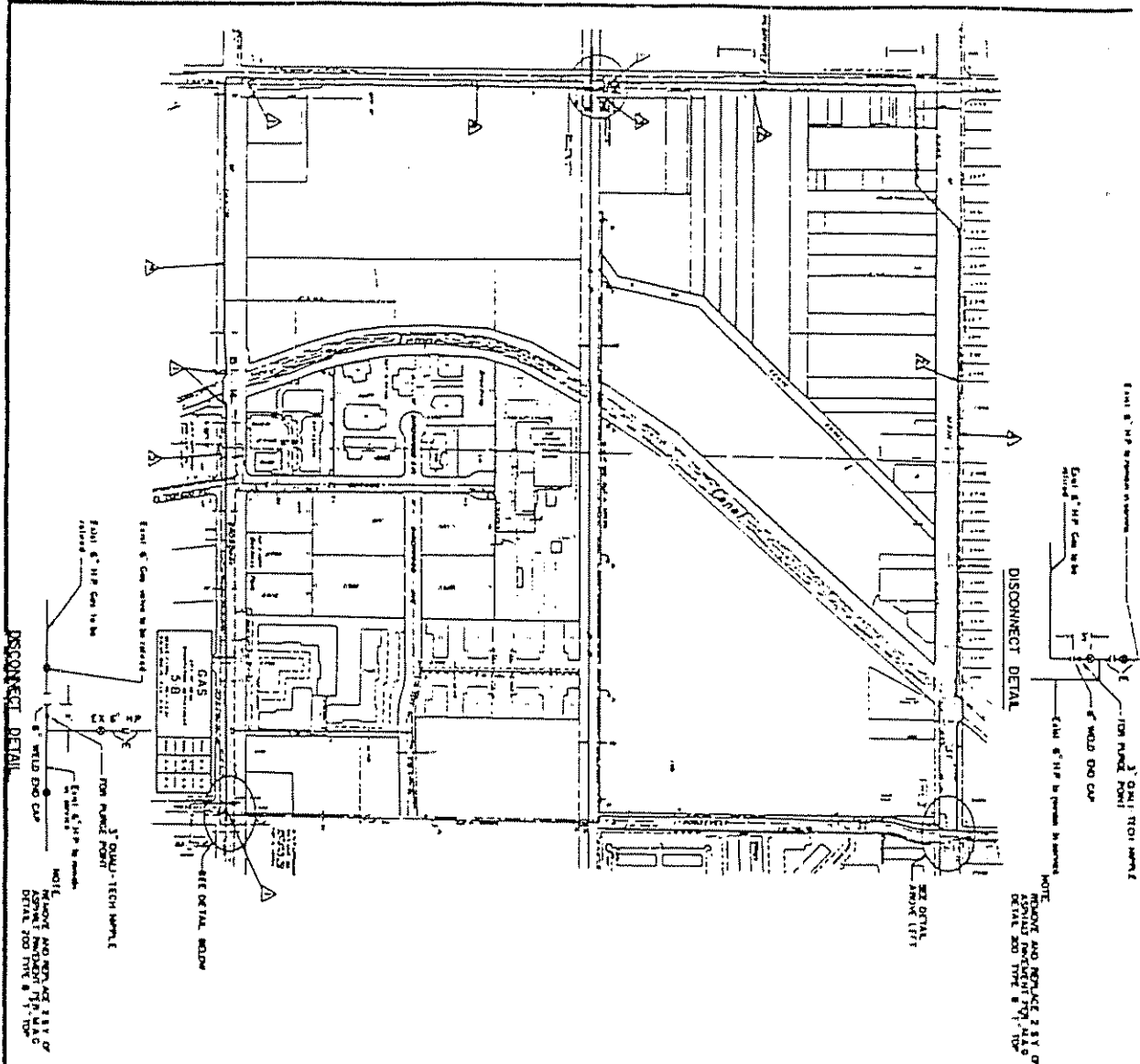




43 0841

1410 Jan 117B	8" H.P. GAS MAIN	DATE 11/1/51	BY A. M. 151
was ORDER # 204	PLAN		
PROJ NO	VIEW		

# EXHIBIT B



3. On the left margin, write the name of the person who is the subject of the report.

**DISCONNECT DETAIL**

NOTE:  
REMOVE AND REPLACE 25 Y OF  
ASPHALT PAVEMENT FOR 14.5  
FEET. 200 TYPE B 1" TOP

— ABOVE LEFT

RECEIVED

DISCONNECT DETAIL

REMOVED AND FOR APT 231 OF  
ASPHALT PAVEMENT TYP. MAC  
DETAL 200 TWT 8 T. TOP

**GAS** **NOTES**

СІРІЙСЬКА РІВНІНА

[illegible]

43 084

8" H.P. GAS MAIN ABANDONMENT OF GAS LINES	10' x 10'	1" x 1"	1" x 1"
		1" x 1"	1" x 1"
A 30053			

EXHIBIT 'B'

INTERGOVERNMENTAL  
AGREEMENT  
DETERMINATION

I have reviewed the Intergovernmental Agreement between the State of Arizona, acting through its Department of Transportation, and the City of Mesa relating to the construction of an 8 inch gas main in the vicinity of Price Road and the Outer Loop.

It is my opinion that the City of Mesa is authorized under the laws of the State of Arizona to execute this agreement, and that the agreement is in proper form.

Dated this 9<sup>th</sup> day of September, 1987.

Neal Beets

Neal Beets  
City Attorney

RESOLUTION NO. 5900

A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF MESA, MARICOPA COUNTY, ARIZONA,  
AUTHORIZING THE CITY MANAGER TO EXECUTE  
AN INTERGOVERNMENTAL AGREEMENT ON BEHALF  
OF THE CITY OF MESA WITH THE ARIZONA  
DEPARTMENT OF TRANSPORTATION.

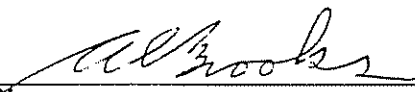
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESA, MARICOPA  
COUNTY, ARIZONA, AS FOLLOWS:

Section 1: That the Agreement for constructing an 8 inch gas  
main in the vicinity of Price Road and the Outer Loop, between the  
City of Mesa, and the State of Arizona, acting through its Department  
of Transportation, is hereby approved.

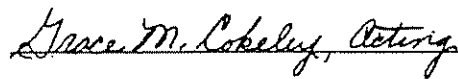
Section 2: That the City Manager is authorized and directed, on  
behalf of the City of Mesa, to execute the agreement, and the City  
Clerk is authorized and directed to attest to the signature of the  
City Manager thereon.

PASSED AND ADOPTED by the City Council of the City of Mesa,  
Maricopa County, Arizona, this 8<sup>th</sup> day of Sept., 1987.

APPROVED:

  
\_\_\_\_\_  
Mayor

ATTEST:

 City Clerk



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

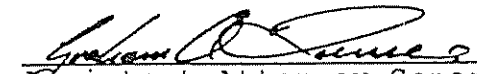
DETERMINATION

A. G. Contract No. 87-1321, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 29th day of June, 1987.

ROBERT K. CORBIN  
Attorney General

  
Assistant Attorney General  
Transportation Division